

CHIA Guest Wi-Fi Access Terms of Use

Welcome to the Wi-Fi Network for the Center for Health Information and Analysis

You have connected to the Wi-Fi network for the Center for Health Information and Analysis ("CHIA"). Please read these Terms and Conditions of Use carefully. This is an agreement between you and CHIA for your use of our local area network Wi-Fi communication services ("wireless network", "the Service", "Wi-Fi"). By using this service, you indicate your acceptance of these terms and conditions of use. If you do not accept these terms and conditions of use, then you must not use this service.

Wi-Fi NETWORK SERVICE AGREEMENT / TERMS OF USE

The Service is subject to unavailability, including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair. The Service may be interrupted, refused, limited or curtailed.

We are not responsible for data, messages or pages lost, not delivered or misdirected because of interruptions or performance issues with the Service, or the underlying network(s) and transmission equipment and systems. The accuracy and timeliness of data received is not guaranteed. Delays or omissions may occur. Actual network speed will vary based on your device configuration, location, compression, network congestion and other factors.

PROHIBITED USE OF THE SERVICE / COMPLIANCE WITH LAW

Reproduction, retransmission, dissemination or resale of the Service, whether for profit or not, is prohibited.

You may not share or resell your IP address or ISP internet connection with anyone, access the Service simultaneously through multiple units, or authorize any other individual or entity to use the Service.

You may not use the Service for any purpose that's unlawful, or in any manner that could damage our property or others' property. You may not use the Service in any way that interferes with, harms or disrupts our system or other users.

We have the right to suspend or terminate your access and use of the Service, and to block or remove (in whole or in part) any communications and materials transmitted through our Service that we believe in our sole discretion may violate applicable law, this Agreement or a third party's rights, or that is otherwise inappropriate or unacceptable. We also have the right to monitor, intercept and disclose any transmissions over or using our facilities, and to provide use records, and related information under certain circumstances, such as response to lawful process, orders, warrants or subpoenas, or to protect our rights, property and users.

ACCEPTABLE USE POLICY

In order to use the Service, all users must comply with the following Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the Internet through CHIA's network.

You agree not to use the Service to:

- (1) Transmit any material (by uploading, email or otherwise) that is unlawful, threatening, abusive, obscene, harassing, tortious, defamatory, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- (2) Transmit any material (by uploading, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (3) Transmit any material (by uploading, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (4) Transmit (by uploading, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "adware," or any other form of solicitation;
- (5) Transmit any material (by uploading, email or otherwise) that contains software viruses, "Trojans," "worms," or any other computer code, files or applications designed to destroy, interrupt or limit the functionality of any system software or hardware or telecommunications equipment;
- (6) Harm, or attempt to harm, minors in any way;

(7) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

(8) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

(9) Resell the Service;

(10) Use the Service for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

(11) Interfere with or disrupt the Service or servers, computers, databases, networks or network infrastructure connected to the Service, gain unauthorized access to servers, computers, databases, networks or network infrastructure connected to the Service or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(12) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers, spoof IP Addresses or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;

(13) Intentionally obscure your network address or hide your user identity.

(14) Circumvent or use software or applications that assist in the circumvention of content filtering or monitoring software or applications operated by CHIA

You understand and agree that CHIA may disclose your communications and activities using the Service in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

CONTENT DISCLAIMER

The internet contains materials that you may find objectionable or offensive. We don't publish or control, and are not responsible or liable for, any third-party information, content, services, products, software or other material that can be accessed through the Service. You are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information, and the quality and merchantability, accuracy, timeliness or delivery of such services, products and other information. You're responsible for paying any charges that you incur from third parties

through your use of the Service, and your personal information may be available to third parties that you access through the Service.

PRIVACY AND SECURITY

Wireless systems transmit voice and data communications over a complex network. The privacy and security of such voice and data transmissions cannot be guaranteed. You acknowledge that the Service is not inherently secure, and you understand that wireless communications can be intercepted by equipment and software designed for that purpose. We are not liable to you or any other party for any lack of privacy you experience while using the Service.

DISCLAIMER OF WARRANTIES

CHIA is providing the Service on an "as is" and "as available" basis, with no warranties whatsoever. In no event will we be liable for any direct, indirect, incidental, consequential, special, or exemplary damages associated with your use of the Service. No advice given by CHIA or our representatives shall create a warranty. You assume all responsibility and risk associated with your use of the Service.

6/2/2015